UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

1). BRANDON DALE BIGGS and DIANA BETH BIGGS, on behalf of Themselves and all others similarly situated, Plaintiff, -vs- 1). CREDIT COLLECTIONS, INC., An Oklahoma Corporation, 2). JANE DOE, a/k/a DEBRA DENTON, An Individual, 3). JOHN DOE, a/k/a ROBERT SULLIVAN, Defendants.	)))))))))))))))	Case No.

COMPLAINT
(Jury Trial Demanded)

I. Introduction

1. This is an action for damages brought by an individual consumers for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter "FDCPA"), which prohibit debt collectors from engaging in abusive, deceptive, and unfair practices, negligence and intentional infliction of severe emotional distress.

II. Jurisdiction

2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) with jurisdiction of the state causes of actions under ancillary jurisdiction.

III. Parties

3. Plaintiff, BRANDON DALE BIGGS, (hereinafter “BRANDON BIGGS”) is a natural person residing in the State of Oklahoma.

4. Plaintiff, DIANA BETH BIGGS, (hereinafter “DIANA BIGGS”) is a natural person residing in the State of Oklahoma.

5. Defendant, CREDIT COLLECTIONS, INC., An Oklahoma Corporation, (hereinafter "CREDIT COLLECTIONS"), is a corporation engaged in the business of collecting debts in this state with its principal place of business located at 2915 Classen Blvd., Ste. 100, Oklahoma City, Oklahoma, 73146. CREDIT COLLECTIONS is in the

business of collecting debts using the mails and telephone and said Defendant regularly attempts to collect debts alleged to be due another.

6. Defendant, JANE DOE, a/k/a DEBRA DENTON, An Individual (hereinafter "DENTON") is an agent and employee of CREDIT COLLECTIONS and is engaged in collection of debts for her employer.

7. Defendant, JOHN DOE, a/k/a ROBERT SULLIVAN, An Individual (hereinafter "SULLIVAN") is an agent and employee of CREDIT COLLECTIONS and is engaged in collection of debts for his employer.

IV. Factual Allegations

8. On or about October 17, 2006, Defendant, SULLIVAN, contacted Plaintiff, DIANA BIGGS via telephone at her place of employment. SULLIVAN was attempting to collect an alleged debt owed to Deaconess Hospital, account no. 01956298-85, in the amount of $1,042.59 (hereinafter DEBT"). SULLIVAN stated that if payment was not made immediately, he would commence garnishment actions within fourteen (14) days that would take 25% of her paycheck. SULLIVAN inquired as to the address of where her employer paid her from their payroll account. SULLIVAN also inquired as to address and account number of DIANA BIGGS' checking account so that funds could be withdrawn to pay the alleged debt.

9. At no time during the telephone conversation of October 17, 2006 did SULLIVIAN provide the necessary debt warnings mandated by the FDCPA.

10. On or about October 18, 2006, Defendant, SULLIVAN, contacted Plaintiff, DIANA BIGGS via telephone again at her place of employment. SULLIVAN again stated that if payment was not made immediately, he would commence garnishment actions.

11. At no time during the telephone conversation of October 18, 2006 did SULLIVIAN provide the necessary debt warnings mandated by the FDCPA.

12. On or about October 18, 2006, Plaintiff, BRANDON DALE BIGGS, attempted to contact SULLIVAN via telephone. Instead, he reached Defendant, DEBRA DENTON. Defendant, DEBRA DENTON, stated the matter was scheduled to be turned over to an attorney at the end of the month if the matter was not paid in full.

13. At no time during the telephone conversation of October 18, 2006 did Defendant, DEBRA DENTON, provide the necessary debt warnings mandated by the FDCPA.

14. Plaintiffs received telephone messages on their answering machine from Defendant, SULLIVAN. At no time during the telephone messages left by Defendant,

SULLIVIAN, did he provide the necessary debt warnings mandated by the FDCPA.

V. Claim for Relief

15. Plaintiff repeats and realleges and incorporates by reference paragraphs one (1) through fourteen (14)) above listed.

16. Defendants, CREDIT COLLECTIONS, and its employee/agent, DENTON and SULLIVAN, violated the FDCPA. Said violations include but are not limited to the following:

(a) Defendants violated 15 U.S.C. § 1692e(5) by threatening to take action that could not legally be taken or that was not intended to be taken (i.e. a garnishment).

(b) Defendants violated 15 U.S.C. § 1692e(11) by failing to advise the Plaintiffs during a telephonic communications that said communication was from a debt collector.

(c) The Defendants violated 15 U.S.C. § 1692f by the use of unfair and unconscionable means to collect or attempt to collect a debt.

(d) The Defendants violated 15 U.S.C. § 1692e(10) by using false representations and deceptive means to collect or attempt to collect the alleged indebtedness.

17. The acts of Defendants, were done intentionally, maliciously and with bad faith all with the purpose of inflicting severe emotional distress on the Plaintiff.

18. The acts of Defendants were done intentionally, maliciously and with bad faith, were grossly negligent and were done to harass, oppress and abuse the Plaintiffs.

19. The acts of Defendants were grossly negligent as Defendant, CREDIT COLLECTIONS, failed to properly train and educate their collectors, such as Defendants, SULLIVAN and DENTON in the mandates of the Fair Debt Collection Practices Act.

20. The acts of Defendant, CREDIT COLLECTIONS, were grossly negligent as it failed to properly monitor their collectors such as Defendants, SULLIVAN and DENTON, to confirm that their collectors were following the mandates of the Fair Debt Collection Practices Act.

21. As a result of the above violations of the FDCPA, the Defendants, are liable to the Plaintiffs and to each of them, for actual damages in the amount of One hundred, Dollars and 00/100s ($100.00), costs and attorney's fees. Such damages may be higher if it is discovered Defendant's actions reflected adversely on Plaintiff's credit history.

22. As a result of the above violations of the FDCPA, the Defendants are liable to the Plaintiffs and to each of them, for statutory damages in the amount of One Thousand Dollars ($1,000.00), costs and attorney's fees.

23. As a result of the intentional infliction of emotional distress inflicted on the Plaintiffs, Defendants, are liable to the Plaintiffs and to each of them, for actual damages in the amount of One Hundred Dollars and 00/100s ($100.00), costs and attorney's fees.

24. As a result of the intentional infliction of emotional distress inflicted on the Plaintiffs, Defendants, are liable to the Plaintiffs and each of them, for punitive damages in an amount to exceed Ten Thousand Dollars ($10,000.00), costs and attorney's fees.

25. As a result of the above mentioned gross negligence of the Defendants are liable to the Plaintiffs and each of them, for actual damages in the amount of One Hundred Dollars and 00/100s ($100.00), costs and attorney's fees.

26. As a result of the above mentioned gross negligence of the Defendants, are liable to the Plaintiffs and each of them, for punitive damages in an amount to exceed Ten Thousand Dollars ($10,000.00), costs and attorney's fees.

VI. Class Allegations

27. This action is brought on behalf of a class. This class which Plaintiff seeks to represent is well defined as all persons, who, during the one year preceding the filing of this Complaint, were contacted concerning an alleged debt and were informed of overly inflated and incorrect amounts due under judgments or other alleged indebtedness.

28. This action has been brought and may be maintained pursuant to FRCP 23 (a) (1-4), 23 (b) (1), (2), or (3), and the case law thereunder.

29. There are common questions of law or fact, which predominate over any individual questions. The predominant common legal and factual issues include, but are not limited to the following:

a) Whether consumers were contacted by debt collectors who failed to give the necessary warnings and notices required by federal law;
b) Whether consumers were contacted by debt collectors who failed to advise the consumer during a telephonic communication that said communication was from a debt collector:
c) Whether consumers were contacted by debt collectors who failed to advise the consumer during a telephonic communication on an answering machine that said communication was from a debt collector:

d) Whether the Defendant debt collectors threatened legal action, garnishment, or other actions that they would not, or could not take, to gain an unfair advantage in attempting to coerce the consumer into paying an alleged debt.

30. Plaintiff's claims are those typical of those of the class as all claims are based upon the same or similar legal theories (FRCP 23 (a) (3)).

31. Plaintiff will fairly and adequately represent the class as their interests do not conflict with the interests of members of the class they seek to represent. Further Plaintiffs have retained counsel competent and experienced in complex civil litigation and class action cases. (FRCP 23 (a) (4)).

32. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Plaintiffs will fairly and adequately represent the class as their interests do not conflict with the interests of members of the class they seek to represent. Further Plaintiffs have retained counsel competent and experienced in complex civil litigation and class action cases (FRCP 23 (a) (4)).

33. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Additionally, individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties and the court system necessitated by the complex legal issues of the case. By contrast, the class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Lastly, Defendants have acted on grounds generally applicable to the class thereby making final appropriate final relief, whether it be injunctive or damages with respect to the class as a whole (FRCP 23 (b) (3)).

WHEREFORE, Plaintiffs, BRANDON DALE BIGGS and DIANA BETH BIGGS, respectfully prays judgment be entered against the Defendants, CREDIT COLLECTIONS, INC., An Oklahoma Corporation, JANE DOE, a/k/a DEBRA DENTON, An Individual, and JOHN DOE, a/k/a ROBERT SULLIVAN, An Individual, for:

a) The issuance of an Order certifying this action to be a class action pursuant to FRCP 23 on behalf of the class defined herein and designating Plaintiffs and their counsel as representatives thereof;

b) Awarding Plaintiffs and the members of the class compensatory damages in an exact amount which will be proven at trial, together with interest thereon;

c) Awarding Plaintiffs and the members of the class maximum statutory damages as provided under the Fair Debt Collection Practices Act including costs and a reasonable attorney's fee;

d) Awarding Plaintiffs and the members of the class maximum statutory damages for gross negligence including costs of this action and a reasonable attorney's fee.

e) Awarding Plaintiffs and the members of the class maximum statutory damages for intentional infliction of emotional distress including costs of this action and a reasonable attorney's fee.

f) Awarding Plaintiffs and the members of the class punitive damages in excess of $10,000.00, said amount to be determined at trial.

g) Enjoining the Defendants from continuing the unfair and deceptive practices complained of in this action

h) Such other relief as may be just and proper.

BRANDON DALE BIGGS and DIANA BETH BIGGS, Plaintiffs

S/ Joseph B. Miner

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JURY TRIAL DEMANDED

ATTORNEY'S LIEN CLAIMED